

# EXHIBIT A

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Omegle Terms of Service Agreement

# OMEGLE TERMS OF SERVICE AGREEMENT

**Last Updated: 2021-06-01**

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER SET FORTH IN SECTION 9 BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH OMEGLE ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

## 1. APPLICABILITY AND ACCEPTANCE OF THESE TERMS

This Terms of Service Agreement (“**Agreement**” or “**Terms**”) is a legal agreement between you and Omegle.com, LLC (“**Omegle**”, “**we**”, or “**us**”). By accessing or using the Omegle website, currently located at omegle.com (the “**Site**”), or any apps or other services offered or operated by Omegle (collectively, the “**Services**”), or by checking a box or clicking a button signifying your acceptance of these Terms, you acknowledge that you have read, understood and agree to be bound by these Terms. If you do not agree to these Terms, do not access or use any of the Services.

When using the Services, you will be subject to Omegle’s Community Guidelines (“**Community Guidelines**”) found [here](#), and any additional guidelines, policies or rules posted on the Services or otherwise made available or disclosed to you (collectively, the “**Rules**”). All such guidelines, policies and rules are incorporated into these Terms by this reference.

## 2. USE OF THE SERVICES BY MINORS AND BANNED PERSONS

The Services are not available to, and shall not be accessed or used by, persons under the age of 13. If you are between the ages of 13 and the age of legal majority in your jurisdiction of residence, you may only use the Services with the permission and under the supervision of a parent or legal guardian who agrees to be bound by these Terms. BY ACCESSING OR USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE AT LEAST 13 YEARS OF AGE AND THAT YOUR PARENT OR LEGAL GUARDIAN AGREES TO BE BOUND BY THESE TERMS IF YOU ARE

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BETWEEN 13 AND THE AGE OF LEGAL MAJORITY IN YOUR JURISDICTION OF RESIDENCE.

The Services are also not available to, and shall not be accessed or used by, any users previously blocked or otherwise banned from accessing or using the Services.

### **3. LIMITED LICENSE TO USE THE SERVICES**

Subject to your compliance with these Terms and all other applicable Rules including but not limited to the Community Guidelines, you are granted a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the Services solely for your personal and non-commercial use. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Omegle or its licensors, except for licenses and rights expressly granted in these Terms. Omegle can terminate this license as provided in Section 10 below.

You are solely responsible for compliance with any and all laws, rules, and regulations that may apply to your use of the Services. You agree that you will comply with these Terms and the Community Guidelines and will not, and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third parties, third-party rights, or our Terms or Rules;
- use the Services for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Omegle's endorsement, partnership or otherwise misleads others as to your affiliation with Omegle;
- license, sell, transfer, assign, distribute, host, or otherwise commercially exploit the Services;
- except as explicitly stated herein, copy, reproduce, distribute, republish, download, display, post or transmit the Services, in whole or in part, in any form or by any means;
- use, display, mirror or frame the Services or any individual element within the Services, the Omegle name, any Omegle trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without Omegle's express written consent;
- use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Services for any purpose;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Omegle or any of Omegle's providers to protect the Services;
- modify, make derivative works of, attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

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- take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Services; or
- violate or infringe anyone else's rights or otherwise cause or threaten harm to anyone.

Neither the above restrictions, nor the Community Guidelines, the Rules, or anything else in the Terms, shall be construed to create any rights enforceable by users, whether as third-party beneficiaries or otherwise. Omegle has the right, but not the obligation, to enforce any of the foregoing.

#### **4. USER CONTENT AND CONDUCT; USER DISPUTES**

The Services provide communication channels designed to enable users to communicate with other users. Omegle does not exert any control over the individuals you interact with, even if you select the "interest matching" chat option or the college student chat option, which Omegle may offer. Omegle has no obligation to monitor these communication channels but may, in its discretion, do so in connection with providing the Services. Omegle may also terminate, suspend or ban your access to and use of the Services at any time, without notice, for any reason in its sole discretion. You acknowledge and agree that any user content, including without limitation text chats and video chats, is not created, endorsed or controlled by Omegle. Omegle will not under any circumstances be liable for any user content or activity within the Services. Omegle is not responsible for information or content that you choose to share within or through the Services nor is Omegle responsible for the content or actions of other users of the Services. Omegle is not responsible for maintaining copies of any information or communications you choose to submit to or through the Services.

You are solely responsible for your interaction with other users of the Services and other parties that you come in contact with through the Services. To the fullest extent permitted by applicable law, Omegle hereby disclaims any and all liability to you or any third party relating to your use of the Services. You acknowledge and agree that Omegle does not have any special relationship with you as an end user, and as such, Omegle does not owe you any duty to protect you from the acts of other users or other third parties.

Parental control protections (such as computer hardware, software, or filtering services) are commercially available and may assist you in limiting minors' access to materials that may be harmful to or inappropriate for minors. There are a number of websites that provide information about such parental control protections, including but not limited to <https://www.connectsafely.org/controls/>.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

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The Services may, in their entirety or in part, be protected by copyright, trademark and/or other laws of the United States and other countries. You acknowledge and agree that the Services, including all associated intellectual property rights, are the exclusive property of Omegle and/or its licensors or authorizing third parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. All trademarks, service marks, logos, trade names, trade dress and any other source identifiers of Omegle used on or in connection with the Services (collectively, the “**Marks**”) are trademarks or registered trademarks of Omegle in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Services are used for identification purposes only and may be the property of their respective owners. Use of any third-party trademark is intended only to identify the trademark owner and its goods and services, and is not intended to imply any association between the trademark owner and Omegle.

## **6. ASSUMPTION OF RISK AND DISCLAIMER OF WARRANTIES**

**Assumption of Risk.** You acknowledge and agree that use of the Services, including your interactions with other users, may carry inherent risk and by accessing and using the Services, you choose to assume those risks voluntarily. To the fullest extent permitted by applicable law, you assume full responsibility for your use of the Services, including your interactions with other users.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, OF ACCESSING OR USING THE SERVICES, EVEN IF THOSE RISKS ARISE FROM THE NEGLIGENCE OR CARELESSNESS OF OMEGLE, THIRD-PARTIES INCLUDING OTHER USERS OF THE SERVICES, OR DEFECTS IN THE SERVICES.

**No Warranties.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, OMEGLE PROVIDES THE SERVICES ON AN “AS IS” AND “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OMEGLE AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF OMEGLE IS ADVISED OF SUCH PURPOSE), AND IMPLIED WARRANTIES ARISING FROM A PARTICULAR COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, NEITHER OMEGLE NOR ANY OF ITS AFFILIATES OR LICENSORS, NOR ANY OF ITS OR THEIR OFFICERS, DIRECTORS, LICENSORS, EMPLOYEES OR REPRESENTATIVES

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REPRESENT OR WARRANT (I) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE ACCURATE, TRUTHFUL, COMPLETE, RELIABLE, OR ERROR FREE, (II) THAT THE SERVICES WILL ALWAYS BE AVAILABLE OR WILL BE UNINTERRUPTED, ACCESSIBLE, TIMELY, RESPONSIVE, OR SECURE, (III) THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES WILL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL PROPERTIES, (IV) THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY CONTENT AVAILABLE ON OR THROUGH THE SERVICES, (V) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR (VI) THAT ANY CONTENT PROVIDED VIA THE SERVICES IS NON-INFRINGEMENT. NO INFORMATION OR ADVICE PROVIDED THROUGH THE SERVICES BY OMEGLE OR BY OMEGLE'S EMPLOYEES OR AGENTS SHALL CREATE ANY WARRANTY. **Some jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations and exclusions may not apply to you.**

**Other Users of the Services.** OMEGLE HAS NO CONTROL OVER AND DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE CONDUCT, ACTS OR OMISSIONS OF OTHER USERS OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL LOOK SOLELY TO THE OTHER USERS, AND NOT OMEGLE, WITH RESPECT TO ANY CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THE ACTIONS OR CONDUCT OF OTHER USERS OF THE SERVICES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL OMEGLE BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM ANY ACTION, CONDUCT OR OMISSION OF ANY OTHER USER OF THE SERVICES.

## **7. LIMITATION OF LIABILITY**

**Limitations on Omegle's Liability.** YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES REMAINS WITH YOU. NEITHER OMEGLE NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH (I) THESE TERMS, (II) THE USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY DAMAGE CAUSED BY ANY



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RELIANCE ON, OR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN, THE SERVICES, WHETHER PROVIDED BY OMEGLE OR BY THIRD PARTIES, (III) THE USE OF OR INABILITY TO USE THE SERVICES FOR ANY REASON, OR (IV) YOUR COMMUNICATIONS, INTERACTIONS OR DEALINGS WITH, OR THE CONDUCT OF, OTHER USERS OF THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT OMEGLE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL OMEGLE'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR INABILITY TO USE THE SERVICES (INCLUDING BUT NOT LIMITED TO YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICES) EXCEED ONE HUNDRED U.S. DOLLARS (U.S. \$100.00).

The limitations of damages set forth above are fundamental elements of the basis of the bargain between Omegle and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so some of the above limitations and exclusions may not apply to you.

**No Liability for Non-Omegle Actions.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OMEGLE BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT, ACTS OR OMISSIONS OF YOU OR ANY OTHER THIRD PARTY, INCLUDING OTHER USERS OF THE SERVICES, IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so some of the above limitations and exclusions may not apply to you.

## 8. INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to release, defend (at Omegle's option), indemnify, and hold Omegle and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney and accounting fees, arising out of or in any way connected with (i) your breach or alleged breach of these Terms or any other applicable policies of Omegle (including but not limited to the Guidelines or Rules), (ii) your use of the Services other than as

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authorized by these Terms, the Guidelines or Rules, (iii) your interactions with other users of the Services, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of your interactions, (iv) any information or materials you submit through the Services, or (v) your violation, or alleged violation, of any laws, regulations or third-party rights (all of the foregoing, “**Claims**”). Omegle may assume exclusive control of any defense of any Claims (which shall not excuse your obligation to indemnify Omegle), and you agree to fully cooperate with Omegle in such event. You shall not settle any Claims without prior written consent from Omegle.

## **9. DISPUTE RESOLUTION: AGREEMENT TO ARBITRARY**

**Please read the following Section 9 carefully, as they affect your rights.**

### **9.1 Agreement to Arbitrate and Timing of Claims**

YOU AND OMEGLE MUTUALLY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR THE APPLICABILITY, BREACH, TERMINATION, VALIDITY, ENFORCEMENT OR INTERPRETATION THEREOF OR TO THE ACCESS TO AND USE OF THE SERVICES, WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT (INCLUDING WITHOUT LIMITATION, FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY (COLLECTIVELY, “**DISPUTE**”) WILL BE SETTLED BY BINDING INDIVIDUAL ARBITRATION (THE “**ARBITRATION AGREEMENT**”). ARBITRATION MEANS THAT THE DISPUTE WILL BE RESOLVED BY A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. THE ARBITRATOR WILL DECIDE ALL THRESHOLD QUESTIONS, INCLUDING BUT NOT LIMITED TO ISSUES RELATING TO THE ENFORCEABILITY, REVOCABILITY, OR VALIDITY OF THIS ARBITRATION AGREEMENT AND WHETHER EITHER PARTY LACKS STANDING TO ASSERT HIS/HER/ITS CLAIM(S).

YOU ACKNOWLEDGE AND AGREE THAT, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

### **9.2 Exceptions to the Arbitration Agreement**

Notwithstanding the Arbitration Agreement, you and Omegle each agree that (i) any dispute that may be brought in small claims court may be instituted in a small claims court



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of competent jurisdiction, (ii) either you or Omegle may seek injunctive relief in any court of competent jurisdiction to enjoin infringement or other misuse of either party's intellectual property rights (including without limitation, violation of any data use restrictions contained in these Terms or other misuse of the Services) or based on other exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

### 9.3 Pre-Arbitration Notification and Good Faith Negotiation

Prior to initiating an arbitration, you agree to provide Omegle with notice of the dispute, which notice shall include a brief, written description of the dispute, the relief requested and your contact information. You must send any such notice to Omegle by email at [disputes@omegle.com](mailto:disputes@omegle.com), with "Omegle-Disputes" in the subject line, and by U.S. mail to Omegle.com, LLC, c/o Northwest Registered Agent LLC, 7901 4th St. N., Suite 300, St. Petersburg, FL 33702. The parties agree to use their best efforts to resolve any Dispute that is subject to the notification required under this section through informal negotiation, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration in accordance with these Terms. If, after a good faith effort to negotiate, one of us feels the Dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration.

### 9.4 The Arbitration

Except as provided herein, if we cannot resolve a Dispute by informal negotiation, any Dispute will be resolved only by binding arbitration to be conducted by JAMS under its then current and applicable rules and procedures ("**JAMS Rules**"), which are located at [www.jamsadr.com](http://www.jamsadr.com), and the rules set forth in these Terms. If there is a conflict between the JAMS Rules and the rules set forth in these Terms, the rules set forth in these Terms will govern.

The arbitration will be conducted in English by a single arbitrator selected in accordance with JAMS Rules and those rules will govern the payment of all filing, administration, and arbitrator fees unless this Arbitration Agreement expressly provides otherwise. For U.S. residents, the arbitration shall be conducted in the U.S. state in which you reside (subject to the ability of either party to appear at any in-person hearing by telephone or other remote means, as provided below). For residents outside the United States, the arbitration shall be conducted in Portland, Oregon. If the value of the relief sought is U.S. \$25,000 or less, the arbitration will be conducted based solely on written submissions; provided, however, that either party may request to have the arbitration conducted by telephone or other remote means or in-person hearing, which request shall be subject to the arbitrator's discretion. Attendance at any in-person hearing may be made by telephone or other remote means by you and/or us, unless the arbitrator requires otherwise after hearing from

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the parties on the issue. Keeping in mind that arbitration is intended to be a fast and economical process, either party may file a dispositive motion to narrow the issues or claims. Subject to the exclusions and waivers in these Terms, the arbitrator may award any individual relief or individual remedies that are permitted by applicable law. The arbitrator's award shall be made in writing but need not provide a statement of reasons unless requested by a party or required under applicable JAMS Rules. The arbitrator's award shall be final and may be enforced in any court of competent jurisdiction. Each party shall pay its own attorneys' fees and costs unless there is an applicable statutory provision requiring the prevailing party to be paid its attorneys' fees and costs, in which case, a prevailing party attorneys' fees award shall be determined by applicable law.

The Federal Arbitration Act, applicable federal law, and the laws of the State of Oregon, without regard to principles of conflict of laws, will govern any Dispute.

### **9.5 No Class Actions or Representative Proceedings**

YOU AND OMEGLE ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING AS TO ALL DISPUTES. YOU AND OMEGLE AGREE THAT THERE WILL BE NO CLASS ARBITRATION OR ARBITRATION IN WHICH AN INDIVIDUAL ATTEMPTS TO RESOLVE A DISPUTE AS A REPRESENTATIVE OF ANOTHER INDIVIDUAL OR GROUP OF INDIVIDUALS. FURTHER, YOU AND OMEGLE AGREE THAT A DISPUTE CANNOT BE BROUGHT AS A CLASS OR OTHER TYPE OF REPRESENTATIVE ACTION, WHETHER WITHIN OR OUTSIDE OF ARBITRATION, OR ON BEHALF OF ANY OTHER INDIVIDUAL OR GROUP OF INDIVIDUALS.

If the class action waiver contained in this Section 9.5 is determined to be illegal or unenforceable, this entire Arbitration Agreement will be unenforceable, and the Dispute will be decided by the courts in the state of Oregon, Multnomah County, or the United States District Court for the Oregon, and the parties irrevocably submit to the exclusive jurisdiction of such courts.

### **9.6 Jury Trial Waiver**

YOU AND OMEGLE ACKNOWLEDGE AND AGREE THAT WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AS TO ALL ARBITRABLE DISPUTES AND AS TO ANY DISPUTE THAT PROCEEDS IN COURT RATHER THAN ARBITRATION AS PROVIDED HEREIN.

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## **9.7 Severability**

Except as provided in Section 9.5, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect. If the arbitrator determines this Section 9 is unenforceable, invalid or has been revoked as to any claim(s), then the Dispute as to such claim(s) will be decided by the courts in the state of Oregon, Multnomah County, or the United States District Court for the Oregon, and the parties irrevocably submit to the exclusive jurisdiction of such courts.

## **10. TERM, TERMINATION, AND SURVIVAL**

This Agreement will remain in full force and effect while you use the Services in accordance with these Terms and any additional applicable Rules. Omegle may terminate this Agreement at any time without notice if we believe that you have breached this Agreement or the Community Guidelines, including but not limited to, by using the Services for non-personal use, engaging in prohibited activities, and any breach of your representations and warranties. All provisions of this Agreement which by their nature should survive termination shall survive termination, including without limitation, ownership provisions, warranty disclaimers, assumption of risk agreement, release of claims, indemnity, limitations of liability, and dispute resolution.

## **11. GENERAL**

### **11.1 Privacy Notice and Law Enforcement Inquiries**

Omegle maintains a Privacy Policy describing the collection, retention, and use of information related to your use of the Services. You can find the Privacy Policy, which is incorporated by reference into this Agreement, [here](#).

Omegle's obligations are subject to existing laws and legal process. Therefore, Omegle complies with valid legal process (e.g., court order, search warrant, subpoena or similar legal process) issued in compliance with applicable law from law enforcement agencies. Law enforcement may submit requests for information and legal process to Omegle's registered agent at the following address:

Omegle.com, LLC  
c/o Northwest Registered Agent LLC  
7901 4th St. N., Suite 300  
St. Petersburg, FL 33702

Law enforcement may also submit requests for information and legal process from an official government-issued email address (e.g., name@agency.gov) to Omegle at

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[lawenforcement@omegle.com](mailto:lawenforcement@omegle.com) with “Omegle-LEO” in the subject line. **Non-law enforcement requests should not be submitted to this email address. Omegle will not respond to correspondence sent by non-law enforcement officials to this email address.** Please note that the email address for law enforcement requests is provided for convenience only and does not waive any objections Omegle may have, including the lack of jurisdiction or proper service.

## 11.2 Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services (collectively, “**Feedback**”). You may submit Feedback by emailing us at [feedback@omegle.com](mailto:feedback@omegle.com) with “Omegle-Feedback” in the subject line. Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

## 11.3 Third-Party Links and Services

The Services may contain links to other websites, businesses, resources and advertisers, and other sites may link to the Services. Clicking on a link will redirect you away from the Services to a third-party site or service. Omegle is not responsible for examining or evaluating, and does not warrant the goods, services or offerings of any third party or the content of their websites or advertisements. Consequently, Omegle does not assume any liability or responsibility for the accuracy, actions, products, services, practices, availability or content of such third parties. You should direct any concerns regarding other sites and services to their operators.

## 11.4 Assignment

You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Omegle’s prior written consent. Omegle may, without restriction, assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion.

## 11.5 Changes to the Services or the Terms

Omegle reserves the right, at any time and in our sole discretion, to amend, modify, suspend, or terminate, temporarily or permanently, the Services, and any part thereof, without notice to you. Omegle shall have no liability to you or any other person or entity for any modification, suspension, or termination of the Services or any part thereof.

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Omegle reserves the right to modify these Terms (effective on a prospective basis) at any time in accordance with this provision. Therefore, you should review these Terms regularly. If we make changes to these Terms, we will post the revised Terms on the Services and update the “Last Updated” date at the top of these Terms. If you do not terminate this Agreement before the date the revised Terms become effective, your continued access to or use of the Services will constitute acceptance of the revised Terms.

Special terms or rules may apply to some Services. Any such terms are in addition to these Terms. In the event of any conflict or inconsistency between these Terms, our Privacy Notice, and any rules, restrictions, limitations, terms and/or conditions that may be communicated to users of the Services, Omegle shall determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail, in our sole discretion, and you specifically waive any right to challenge or dispute such determination.

### **11.6 No Third-Party Beneficiaries**

This Agreement does not, and is not intended to, confer any rights or remedies upon any person other than the parties hereto.

### **11.7 No Waiver and Severability**

Omegle’s failure to enforce a provision of this Agreement is not a waiver of its right to do so later or to enforce any other provision. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise permitted under law.

Except as explicitly provided herein, if any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable, and such decision will not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances.

### **11.8 Governing Law and Venue**

These Terms will be interpreted in accordance with the laws of the State of Oregon and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims proceedings) that are excluded from the Arbitration Agreement in Section 9 must be brought in the state or federal courts located in Portland, Oregon unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Portland, Oregon.

### **11.9 Entire Agreement**

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Except as it may be supplemented by additional terms and conditions, policies, guidelines or standards as provided herein, this Agreement constitutes the entire agreement between Omegle and you pertaining to the subject matter hereof, and supersedes any and all prior oral or written understandings or agreements between Omegle and you in relation to the access to and use of the Services.